

ATTORNEY DOCKET NO.  
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10-18-06  
PATENT APPLICATION  
SERIAL NO. 10/748,563

*IFW*

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Sinclair et al.  
Serial No. 10/748,563  
Filing Date: December 30, 2003  
Art Unit: 2166  
Examiner: Navneet K. Ahluwalia  
Confirmation No.: 8032  
Title: PARTITION JOIN IN A PARTITIONED DATABASE SYSTEM

**MAIL STOP AMENDMENT**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE  
PATENTING REJECTION (37 C.F.R. §1.321 (c)) AND  
CERTIFICATE UNDER 37 C.F.R. §3.73 (b)**

I, Howard L. Speight, Attorney of Record, of NCR Corporation, represent that NCR Corporation is the assignee and the exclusive owner of the entire right, title and interest of, in and to application Serial No. 10/748,563, filed on December 30, 20003, for Partition Join in a Partitioned Database System, as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 014860, Frame 569-71; and certify that to the best of assignee's knowledge and belief, title is in the assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. Furthermore, I declare that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United

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States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

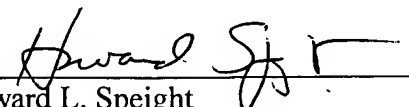
NCR Corporation hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of U.S. Patent No. 6,944,633 granted September 13, 2005, also assigned to and owned by said NCR Corporation as indicated by the Assignment Records of the U.S. Patent and Trademark Office at 014792, Frame 0187, and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to United States Patent No. 6,944,633, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successor or assigns.

Petitioner, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U.S. Patent No. 6,944,633, in the event that one or more of the following occurs: U.S. Patent No. 6,944,633 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The Commissioner is hereby authorized to charge the amount of \$130.00 to Deposit Account No. 14-0225, Order Number 11196. Should it be deemed necessary, the Commissioner is hereby authorized to charge any underpayment or credit any overpayment of fees to Deposit Account No. 14-0225, Order Number 11196.

Respectfully submitted,

10/17/2006  
Date

  
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